

STATE OF VERMONT
CONTRACT AMENDMENT

CONTRACTOR: Freeman French Freeman (FFF)

CONTRACT #: 21260

AMENDMENT #: 1

Contract #21260, entered into by the Department of Buildings & General Services on behalf of the State of Vermont, and by Freeman French Freeman is amended as follows:

1. Maximum Amount. The maximum amount payable under Contract # 21260, wherever such references to the maximum amount appear in said contract shall be changed from \$248,000 to \$345,000.

2. Contract Term. FFF has requested an extension of time to complete its obligations under this contract due to the additional work requested by the State. FFF has requested an additional seven (7) days to complete all work, including the additional services requested by the State in this Change Order. The end date of Contract # 21260 wherever such references appear in said contract and its attachments remains January 3, 2013, however the due date of the main feasibility study will change from March 2, 2012 to March 9, 2012.

3. Attachment A, Scope of Work. The scope of work of Contract # 21260 is amended as follows:

- (I) As an additional component of the Scope of Work of this project, FFF will provide an accurate site survey of the Waterbury Complex with: accurate building layout, selected floor elevations (flooded floor levels and next floor above), and selected site "spot" elevations for determining site contours.
- (II) As an additional component of the Scope of Work of this project, FFF shall conduct a high level analysis of organizational and programmatic needs of state government to assess the benefits of co-locating agencies and departments. FFF will develop a written program to quantify the needs of Agencies that may return to Waterbury or be located elsewhere. These Agencies include ANR, AOT, ACCD, AHS, and DOE. Services to include: meeting with each agency leadership team and developing a report of their requested space needs along with developing

- square footage chart. Included in program costs are meetings to interview selected individuals in the process, including Senate and House leaders, Administration, and other stakeholders.
- (III) As per the original Scope of Work, FFF will complete analysis of a new state building. Site location(s) will be identified by BGS. BGS identifies the DOL site in Montpelier as one of the potential "New Off Site Building" locations.
 - (IV) As an additional component of the Scope of Work of this project, FFF shall study existing space possibilities in space the State of Vermont already leases from National Life in Montpelier. Specifically whether it is feasible to co-locate ANR, AOT, and ACCD in existing space at the National Life complex in Montpelier. These services are in addition to the high level analysis identified in 3 (II) above. Specifically, FFF shall examine existing building analysis and test fits for ANR, AOT, and ACCD conduct additional interviews, SD layouts, and selection of Conceptual Space Plan for the space to ensure that departments and agencies programmatic goals can be met. This additional work is also to include a "test fit" for the Department of Education in the proposed privately owned office building planned for Main Street in Barre. The National Life analysis will be two parts: Part A -existing building analysis and test fit based from initial programming. Part B - Additional interviews, SD layouts for each department and floor, and selection of a conceptual space plan.
 - (V) As an additional component of the Scope of Work of this project, FFF shall identify all costs associated with a "stand-alone" new building large enough to accomplish state's overall plan of co-location. FFF shall specifically assess and analyze costs of constructing said building outside any existing flood plain and shall identify all on-site costs of development such as parking, municipal services, and site conditions.

4. Attachment B, Payment Provisions. The payment provisions of Contract # 21260 are amended as follows:

- (I) Cost of additional survey work identified in 3(I) above is \$ 30,000.
- (II) Cost of high level programmatic analysis identified in 3(II) above is \$ 29,000.
- (III) Cost of site identification in 3(III) above - No additional charge; this service was part of original scope of work.

- (IV) Cost of additional space analysis identified in 3(IV) above is \$ 38,000.
- (V) Cost of additional site analysis identified in 3 (V) above -No additional charge; this service was part of original scope of work.

5. **Taxes Due to the State.** Contractor further certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

All other terms and conditions of Contract # 21260 not hereby amended shall remain in full force and effect.

The signatures of the undersigned Parties indicate that each has read this 1st amendment to Contract # 21260 in its entirety and agrees to be bound by the provisions enumerated therein.

STATE OF VERMONT

By: Michael J Obuchowski
Name: 2/8/2012
Michael J. Obuchowski
Title: _____
Date: Commissioner
Building & General Services

CONTRACTOR

By: Jesse Bech
Name: JESSE BECH
Title: PRESIDENT - FFF
Date: 6 FEB 12